IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

JANIE JONES,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Civil Action No.**
	)	**1:13-cv-03300-ECS**
GLOBAL PINNACLE CARE GA, INC.,	)	
	)	
Defendant.	)	

JOINT MOTION TO APPROVE
SETTLEMENT AGREEMENT AND DISMISS CLAIMS
AND MEMORANDUM OF LAW IN SUPPORT

COME NOW, the Plaintiff and Defendant, and respectfully submit this Joint Motion to Approve Settlement Agreement and Dismiss Claims. The parties have reached a settlement agreement with respect to Plaintiff's claims for unpaid overtime wages under the Fair Labor Standards Act ("FLSA"), and now respectfully request that, pursuant to *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350 (11th Cir. 1982), the Court approve the FLSA Settlement and Release Agreement attached hereto as Exhibit A and dismiss with prejudice Count I of the Complaint for Damages.

In *Lynn's Food Stores*, the Eleventh Circuit set forth two ways in which claims under the FLSA may be settled or compromised by employees. The first is through a payment of wages supervised by the Secretary of Labor. 29 U.S.C. §

216(c); *Lynn's Food Stores, Inc.*, 679 F.2d at 1353. The second is for a private suit to be filed by employees and for the settlement to be reviewed and approved by the district court. *Id.* at 1353-54. It is the second of these procedures the parties are following in this case.

Here, Plaintiff has asserted in Count I of her Complaint for Damages a claim for unpaid overtime wages in connection with her former employment with the Defendant. During the litigation of this case, Plaintiff and Defendant have voluntarily exchanged documents related to this claim and engaged in settlement discussions based on their independent valuations of the case. The parties recognize that there is a legitimate dispute between them regarding the merits of Plaintiff's claim, but due to the uncertainties of litigation and the benefit to both parties in avoiding the expense and time associated with further litigation, they have agreed to settle this claim.

A copy of the Settlement and Release Agreement executed by the parties is attached hereto as Exhibit A for the Court's review and approval. As set forth therein, the Defendant has agreed to make a total payment of $400.00 to Plaintiff and Plaintiff's attorney, with $200.00 reflecting Plaintiff's claim for unpaid overtime wages and $200 reflecting Plaintiff's claim for liquidated damages under the FLSA. In addition, the Plaintiff will be paid $1,000.00 in compensation for her attorney's fees and costs incurred in connection with her FLSA claims. The

Plaintiff acknowledges these amounts fairly and fully compensate her for all overtime and other wages allegedly owed to her by the Defendant. In exchange for these payments, Plaintiff has agreed to a release of claims for alleged unpaid overtime or other wages under the FLSA or otherwise and to dismiss Count I of her Complaint for Damages with prejudice. Both parties have been represented and advised by counsel at all times during this litigation and the course of their settlement negotiations.

WHEREFORE, the Plaintiff and Defendant respectfully request the Court granted this motion in its entirety and enter an order approving the FLSA Settlement and Release Agreement executed by the parties and dismissing Count I of Plaintiff's Complaint for Damages with prejudice. A proposed Order is attached for the Court's convenience.

Respectfully submitted this 9th day of July, 2014.

s/ Tremain C. Mattress
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Counsel for Plaintiff

Counsel for Defendant

CERTIFICATE OF COMPLIANCE

Pursuant to Local Rule 7.1(D), I hereby certify that the foregoing **JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT AND DISMISS CLAIMS AND MEMORANDUM OF LAW** has been prepared in compliance with Local Rule 5.1(B) in 14-point New Times Roman type face.

s/ David A. Cole
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Attorney for Defendant

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CERTIFICATE OF SERVICE

I hereby certify that on this day, I electronically filed the within and foregoing **JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT AND DISMISS CLAIMS AND MEMORANDUM OF LAW** with the Clerk of Court using the CM/ECF system, which will automatically send e-mail notification of such filing to the following attorneys of record:

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This 9th day of July, 2014.

s/ David A. Cole
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